

RESOLUTION 14-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARCO ISLAND, FLORIDA APPROVING A GRANT OF PERPETUAL EASEMENT TO THE LEE COUNTY ELECTRIC COOPERATIVE, INC. (LCEC); AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT DOCUMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lee County Electric Cooperative, Inc.(LCEC), finds it necessary to remove an overhead power line in the vicinity of San Marco Road and Heathwood Drive due to conflicts with existing City owned traffic signal poles; and

WHEREAS, LCEC has designed an underground horizontal bore for the installation of the new conduit and as part of the design, LCEC requires the use of the westerly 10 feet of the property owned by the City at the Southeast corner of San Marco Road and Heathwood Drive to gain access to an existing transformer located on the property; and

WHEREAS, the City and LCEC have determined and mutually agree that it is mutually advantageous and in the best interest of the public to consummate this Easement document.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marco Island, Florida that:

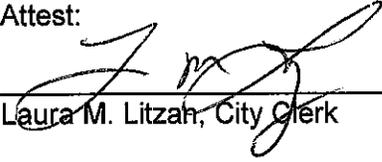
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. This Easement and the terms and provisions hereof shall be effective as of the date this Easement is executed by both parties and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, successor trustees, and/or assignees, wherever the contest so requires or admits.

Section 3. This resolution shall take effect immediately upon its adoption.

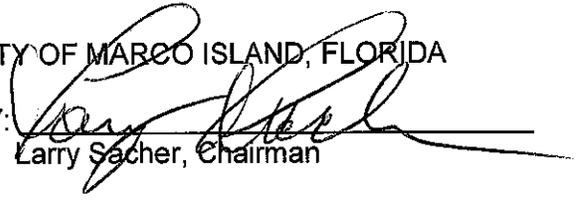
Passed in open and regular session of the City Council of the City of Marco Island, Florida, this 1st day of December, 2014.

Attest:



Laura M. Litzah, City Clerk

CITY OF MARCO ISLAND, FLORIDA

BY: 

Larry Sacher, Chairman

Approved as to form and legal sufficiency:



Burt L. Saunders, City Attorney

ATTACHMENT TO RESOLUTION 14-78

Prepared By:
Engineering Department
Lee County Electric Cooperative, Inc.
Post Office Box 3455
N. FL Myers, FL 33918-3455

WR425639
Folio # 57730520007
Township 52 South, Range 26 East, Section 16

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the **CITY OF MARCO ISLAND, FLORIDA**, a Florida municipal corporation, as Grantor, whose address is 50 Bald Eagle Drive, Marco Island, Florida 34145-3528 in consideration of the sum of \$10.00 (ten dollars) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to **LEE COUNTY ELECTRIC COOPERATIVE, INC.**, a Florida not-for-profit corporation, as Grantee, whose address is Post Office Box 3455, North Fort Myers, Florida 33918-3455, its successors and assigns, (the term "assigns" meaning any person, firm, or corporation owning by way of assignment all rights under this Easement Grant or portion of such rights, with the Grantee or its other assigns retaining and exercising the other rights), a perpetual nonexclusive easement for the construction, operation, and maintenance of one or more overhead and underground electric distribution lines, including, but not limited to, wires, cables, conduits, anchors, guys and equipment for fiber optic telecommunications and television purposes, said fiber optic telecommunication and television equipment is for the sole purpose and use of the Grantee, its successors or assigns in communicating with its electrical equipment together with all associated appurtenant equipment and attachments, (all of the foregoing hereinafter referred to as "Equipment"), under, in, on and upon the lands of the Grantor situated in the City of Marco Island, County of Collier, State of Florida and being more particularly described as follows (the "Easement Area"):

The Westerly 10 feet;

Lot 11, Block 261, Marco Beach Unit eight, according to the map or plat thereof as recorded in Plat Book 6, Page(s) 63-68, Public Records of Collier County, Florida.

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, or remove, or relocate the Equipment together with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the purposes described herein, including, but not limited to, the right to trim, spray, cut, and keep clear all trees and undergrowth and obstructions within said Easement Area that may interfere with the proper construction, operation, and maintenance of such Equipment or any part of them, the right to mark the location of any underground equipment by above ground markers and other suitable markers, and the right of ingress and egress for personnel and Equipment of Grantee, its contractors, agents, successors and/or assigns, over the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted by this Easement and any or all of the rights granted hereunder.

By the execution and delivery hereof, Grantor so expressly agrees that no portion of the right-of-way shall be excavated, altered, obstructed, improved, surfaced, or paved without the prior written permission of the Grantee, or its successors or assigns, except for normal repair and maintenance of existing improvements and no building, well, irrigation system, drainage system, structure, obstruction, or improvement (including any improvements for recreational activities) shall be located, constructed, maintained, or operated over, under, upon or across the easement area by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

By the execution hereof, Grantor covenants that it has the right to convey this Easement and that the Grantee and its successors and assigns shall have quiet and peaceful possession, use, and enjoyment of this Easement and the rights granted hereby.

IN WITNESS THEREOF, the City of Marco Island, Florida, a Florida municipality, has caused this Easement to be signed and executed on its behalf by its City Council Chairman and duly attested by its City Clerk, this 1st day of December, 2014.

Attest:

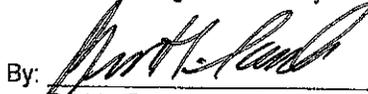
CITY OF MARCO ISLAND, FLORIDA

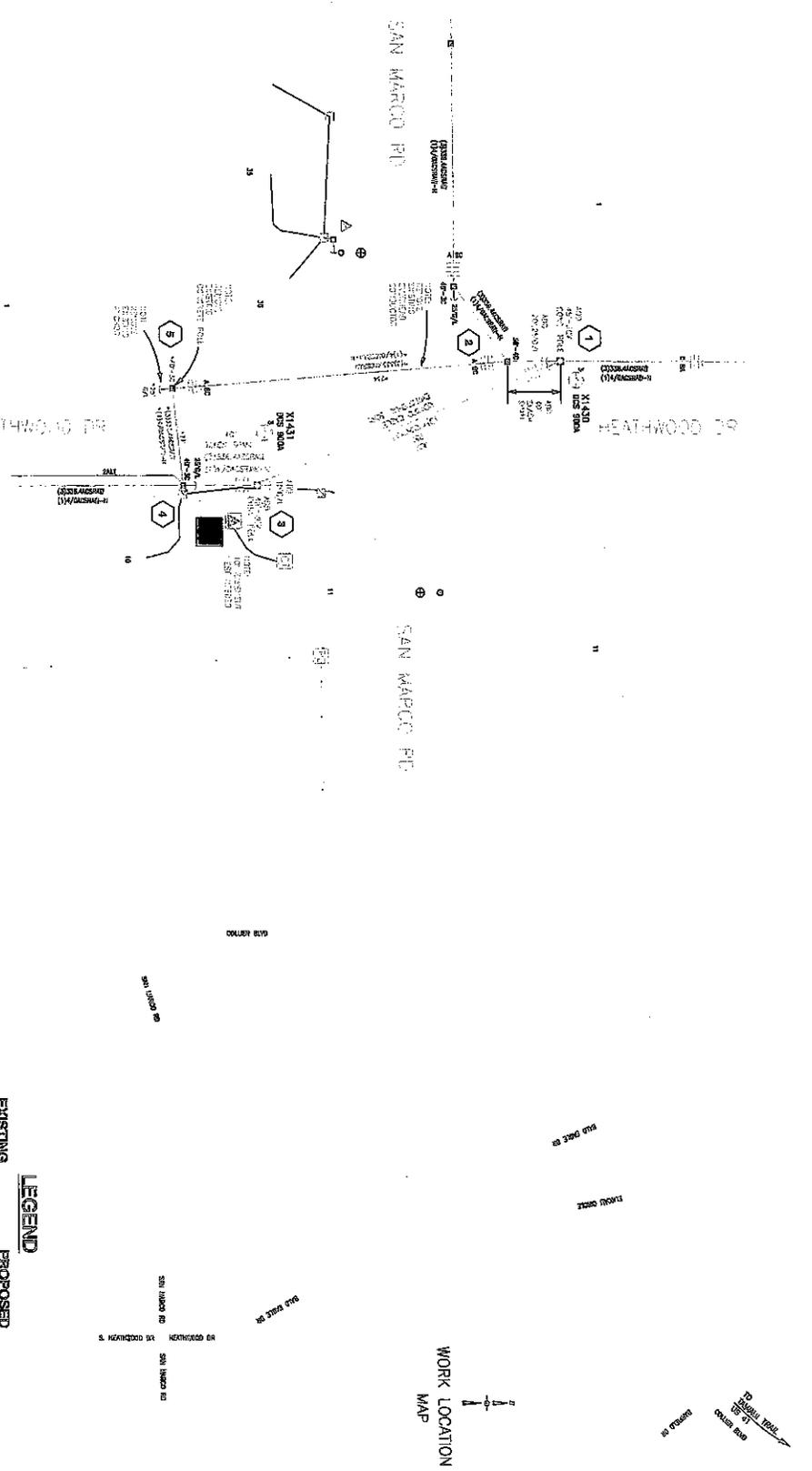
By: 
Laura M. Litzan, City Clerk

By: 
Larry Sachet, Chairman

(SEAL)

Reviewed for legal sufficiency:

By: 
Burt L. Saunders, City Attorney



- LEGEND**
- | | | | |
|--|-------------------------|--|----------------------|
| | EXISTING | | PROPOSED |
| | CONCRETE POLE | | CONCRETE POLE |
| | EXISTING DRY LINE | | PROPOSED DRY LINE |
| | PRIMARY | | PROPOSED PRIMARY |
| | SECONDARY (UNDERGROUND) | | SECONDARY |
| | FUSE BANKS | | PROPOSED FUSE BANK |
| | TRANSFORMER | | PROPOSED TRANSFORMER |
| | PEDISTAL | | PROPOSED PEDISTAL |
| | LOCATION NUMBER | | LOCATION NUMBER |
| | TO BE REMOVED | | |

Des. By: DDB
 Dra. By: TGL
 App. By:
 Date: 01/23/14
 Sheet No. 1 of 1
 Scale: 1"=40'
 Proj. No.:
 ITR. No.: 423389

CITY OF MARCO
100 S. HEATHWOOD DR.



4850 Bayola Dr., Ft. Myers, FL 33917 Phone: 4-888-522-1543 or 941-935-2121

No.	Date	Revision Description	By	App'd

DATE PLOTTED: 01/23/14

